

NEW APPLICATION



0000039311

BEFORE THE ARIZONA CORPORATION COMMISSION

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WILLIAM A. MUNDELL
CHAIRMAN

JIM IRVIN
COMMISSIONER

MARC SPITZER
COMMISSIONER

T-02811A-01-0456

AZ CORP COMMISSION
DOCUMENT CONTROL

Application of)

Qwest Communications)
Corporation and Certain)
of its Affiliates)

For Approval of)
Transfer of Certificates of Authority)
In Association With Internal)
Corporate Restructuring)

Docket No. _____

APPLICATION FOR APPROVAL
OF TRANSFER OF CERTIFICATES OF AUTHORITY IN
ASSOCIATION WITH INTERNAL CORPORATE RESTRUCTURING

Pursuant to Section 40-285 of Arizona Revised Statutes and
Section R14-2-803 of the Arizona Administrative Code, Qwest
Communications Corporation ("QCC") and certain of its subsidiaries and
affiliates that hold certificates of convenience and necessity issued by the State
of Arizona 1/ hereby submit, to the extent approval is required, this Joint
Application for approval by the Arizona Corporation Commission (the
"Commission") of the transfer of certificates of convenience and necessity

1/ The following certificated subsidiaries and affiliates are, together with
QCC, parties to this Application and are collectively referred to herein as the
"Applicants:" LCI International Telecom Corp., Phoenix Network, Inc., and
USLD Communications, Inc.

connection with certain internal transactions, described below, being undertaken in order to effectuate a corporate restructuring. The Applicants also request, to the extent required, that the Commission deem inapplicable or waive any applicable statutory or regulatory subscriber authorization provisions regarding individual customer consent to assignment of accounts in connection with the restructuring. In addition, the Applicants request that the Commission approve the transfer of certificates of convenience and necessity without a hearing, given that the companies all are under common control.

Grant of this Application will serve the public interest. The proposed restructuring will decrease the actual number of certificated entities subject to the Commission's oversight and consolidate these certificated entities into one company subject to the Commission's oversight. The administrative burden posed by these entities on the Commission will be reduced. There will be no change in the ultimate ownership or control of the Applicants or in the Commission's oversight of the consolidated entities' operations. Rather, the restructuring will result in a consolidation of the multiple QCC subsidiaries and affiliates currently providing telecommunications services in Arizona. As a result, QCC and its remaining subsidiaries and affiliates will be able to increase efficiencies and reduce the administrative burdens associated with their current structure and operations.

The internal restructuring that is the subject of this Application will not affect the customers or operations of the incumbent local exchange

provider, Qwest Corporation, which will remain a direct subsidiary of Qwest Services Corporation.

I. THE APPLICANTS

The Applicants are direct or indirect wholly-owned subsidiaries or commonly-owned affiliates of QCC. QCC is a direct, wholly-owned subsidiary of Qwest Services Corporation, which, in turn, is a direct, wholly-owned subsidiary of Qwest Communications International Inc., the stock of which is publicly traded on the New York Stock Exchange. 2/ Through QCC and its subsidiaries and affiliates, Qwest Communications International Inc. is a facilities-based multimedia company that provides a full range of communications services, including local exchange and interexchange telephone service, Internet access, and video and data services.3

The principal office and place of business for each of the Applicants is 1801 California Street, Denver, Colorado 80202. A schedule of the dockets in which the Applicants have been granted operating authority to provide telecommunications services in Arizona and descriptions of the specific services each Applicant is authorized to provide, is attached hereto as

2/ Prior to the merger of Qwest Communications International Inc. and U S WEST, Inc., Qwest Services Corporation was known as Qwest Corporation.

3/ Pursuant to Section 271 of the Telecommunications Act of 1996 and the Federal Communications Commission's decision approving the merger of Qwest Communications International Inc. and the former U S WEST, Inc., 15 FCC Rcd 5376 (2000), Qwest Communications International Inc. and its subsidiaries do not provide prohibited interLATA services in Arizona.

Exhibit A-1. The list of operating certificates from the Commission to be held by each Applicant following the restructuring described herein is attached hereto as Exhibit A-2.

II. PRIOR WAIVER

In Decision No. 58087, dated November 23, 1992, QCC and its subsidiaries and affiliates received a limited waiver of compliance with portions of the Commission's Affiliated Interest Rules. In that Decision, the Commission required that QCC and its subsidiaries and affiliates file a notice of intent to organize or reorganize only when the organization or reorganization is likely to: (1) result in increased capital costs to Qwest Corporation; (2) result in additional costs allocated to the Arizona jurisdiction; or (3) result in a reduction of Qwest Corporation's net operating income. Qwest Corporation has verified that the allocation of headquarter costs to it from Qwest Services Corporation will not be impacted by the restructure. Any transactional costs between QCC and the restructured companies would be billed under the same Part 32 affiliate rules as they were prior to the restructure. Moreover, because the internal restructure concerns affiliated companies outside of Qwest Corporation, it will not impact capital costs to Qwest Corporation, result in additional costs allocated to Arizona or result in a reduction to Qwest Corporation's net operating income. Based on the foregoing, Applicants believe that the internal corporate restructure described herein falls within the scope of this waiver for the reasons stated herein; however, Applicants have voluntarily provided this notice to comply with the

Commission's rules should the Commission decide that the waiver is not applicable to the proposed transaction.

III. DESIGNATED CONTACTS

The designated primary contacts for this Application are:

Maureen Arnold
Regulatory Director, Policy and Law
Qwest Services Corporation
3033 North 3rd Street, 10th floor
Phoenix, Arizona 85012
Tel: 602/630-8222
Fax: 602/235-4890
E-mail: mjarnol@qwest.com

and

Timothy Berg, Esq.
Theresa Dwyer, Esq.
Fennemore Craig, P.C.
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012
Tel: 602/916-5421
Fax: 602/916-5621
E-mail: tberg@fclaw.com
tdwyer@fclaw.com

Copies of all correspondence, notices and orders
pertaining to this Application also should be sent to:

Wendy M. Moser, Esq.
Joseph V. Hatala, Esq.
Qwest Communications International Inc.
1801 California Street, 49th floor
Denver, Colorado 80202
Tel: 303/672-2816
303/672-2842
Fax: 303/295-7049
E-mail: wmoser@qwest.com
jhatala@uswest.com

IV. DESCRIPTION OF THE TRANSACTION

As explained in further detail below, the proposed transfer of certificates of convenience and necessity and corporate restructuring will be effectuated by means of several interrelated steps. These steps involve either (1) the merger of existing QCC subsidiaries and affiliates or (2) the transfer of control of existing QCC subsidiaries and affiliates from one intermediate corporate parent to another. As noted above, the ultimate ownership and control of QCC and all of its direct and indirect subsidiaries and affiliates will be unchanged as a result of these restructuring steps.

Specifically, the Applicants seek authority, to the extent required, for the following transactions:

1. Merger of LCI International Telecom Corp. into QCC.

LCI International Telecom Corp. (a certificate holder) currently is a direct, wholly-owned subsidiary of LCI International, Inc., which, in turn, is a commonly-owned affiliate of QCC. LCI International Telecom Corp. will be merged into QCC, with QCC as the surviving corporation. The certificates of convenience and necessity, customers and, if any, assets of LCI International Telecom Corp. in Arizona will be transferred to QCC, and service will be provided under QCC's tariff. 4/

2. Merger of Phoenix Network, Inc. into QCC.

Phoenix Network, Inc. (a certificate holder) is currently a direct, wholly-owned subsidiary of QCC. Phoenix Network, Inc., will be merged into QCC,

4/ The tariff of LCI International Telecom Corp. will be adopted by QCC or consolidated into the QCC tariff.

with QCC as the surviving corporation. The certificates of convenience and necessity, customers and, if any, assets of Phoenix Network, Inc. in Arizona will be transferred to QCC, and service will be provided under QCC's tariff. 5/

3. Merger of USLD Communications Corp. into USLD Communications, Inc.

USLD Communications, Inc. (a certificate holder) currently is a direct, wholly-own subsidiary of USLD Communications Corp. (which holds no certificates), which, in turn, is a direct, wholly-owned subsidiary of LCI International, Inc. USLD Communications Corp. will merge downstream into USLD Communications, Inc., with USLD Communications, Inc. as the surviving corporation. As a consequence, USLD Communications, Inc. will become a direct, wholly-owned subsidiary of LCI International, Inc. Because the certificate holder -- USLD Communications, Inc. -- is the surviving corporation, this downstream merger does not affect the customers or certificates of USLD Communications, Inc. 6/

Organizational charts depicting both the pre-restructuring and proposed ownership structure described above are attached hereto as Exhibits B-1 and B-2, respectively. The operating authorizations held by the Applicants before and after the restructuring are specified in Exhibits A-1 and

5/ The tariff of Phoenix Network, Inc. will be adopted by QCC or consolidated into the QCC tariff.

6/ The stock of LCI International, Inc. was transferred from QCC to Qwest Services Corporation on December 29, 2000. LCI International, Inc. holds no certificates of convenience and necessity and this internal transfer did not have any effect on the customers of, or provision of services by, any certificated subsidiary or affiliate of QCC.

A-2 hereto. Copies of all transactional documents intended to effectuate the Applicants' new organizational structure are attached hereto as Exhibit C.

V. CUSTOMER AUTHORIZATION

In connection with the merger of Qwest Communications International Inc. and the former U S WEST, Inc., any customers of LCI and Phoenix Network, Inc. in Arizona were transferred to Touch America, Inc.⁷ Available Company records indicate that there are currently no customers of LCI or Phoenix Network, Inc. in Arizona that would require notification or that would be required to provide authorization of the transfer of their accounts contemplated by the transactions described in this Application.⁸

⁷ See *In the Matter of the Merger of the Parent Corporations of Qwest Communications Corporation, LCI International Telecom Corp., USLD Communications, Inc., Phoenix Network, Inc., and U S WEST Communications, Inc.*, Docket No. T-01051B-99-0497, Decision No. 62672 (June 30, 2000).

⁸ Even if there were such customers, LCI and Phoenix Network, Inc. already provide service under the "Qwest" brand. Consequently, any customers of LCI or Phoenix Network, Inc. that would be transferred to QCC would not notice a change in service provider on their bills. On May 15, 2001, the Federal Communications Commission ("FCC") issued an order amending its carrier change rules to provide a streamlined process for compliance with section 258 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996. *In the Matter of 2000 Biennial Review – Review of Policies and Rules Concerning Unauthorized Changes of Consumers Long Distance Carriers*, CC Docket No. 00-257, *Implementation of the Subscriber Carrier Selection Changes Provisions of the Telecommunications Act of 1996*, CC Docket No. 94-129, *Policies and Rules Concerning Unauthorized Changes of Consumers Long Distance Carriers*, FCC 01-156 (First Report and Order in CC Docket No. 00-257, Fourth Report and Order in CC Docket No. 94-129, rel. May 15, 2001). The order stated that "a change in corporate structure that is invisible to the affected subscribers does not constitute a sale or transfer for purposes of section 258 that implicates this streamlined process." *Id.* at ¶ 13 ("Indeed, in such cases, requiring notice of a change that is imperceptible to

VI. GRANT OF THE REQUESTED AUTHORITY IS IN THE PUBLIC INTEREST

The proposed transactions are being undertaken in furtherance of the integration of the business and operations of QCC and its subsidiaries and affiliates and will result in enhanced efficiencies and a reduction in the administrative burdens associated with duplicative operations. A more efficient corporate structure will allow QCC and its subsidiaries and affiliates to devote additional resources to the provision of more and better services to customers. A reduction in the number of certificated entities also will reduce the number of carriers subject to regulation by this Commission, thereby conserving scarce public resources.

VII. PETITION FOR WAIVER OF A.A.C. R14-2-803

QCC has numerous first and second-tier subsidiaries, some of which have other affiliated interests, and Qwest Corporation, itself, has investments in various affiliates. The creation, deletion and modification of the structure and interest in those affiliates is a common occurrence, which often has no effect on Arizona operations. QCC and Qwest Corporation intend to comply fully with the Commission's Affiliate Interest Rules for transactions that have a significant effect upon, or relationship to, either Qwest Corporation or Arizona. However, Applicants request that the Commission

the affected subscribers might cause confusion where there would otherwise be none." See n. 24). Consistent with this recent decision, even if there were customers of LCI and Phoenix Network, Inc. in Arizona, it would be appropriate for the Commission to waive any applicable customer notification or authorization that might be required under Arizona law.

reaffirm the limited waiver of its rules previously granted in Decision No. 58087 and extend that waiver to this transaction.

CONCLUSION

For the reasons stated above, the Commission should approve the internal restructuring proposed in this Application.

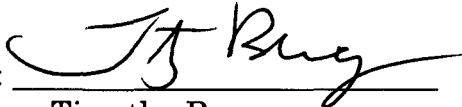
Respectfully submitted,

**Qwest Communications
Corporation**

**LCI International Telecom
Corp.**

Phoenix Network, Inc.

USLD Communications, Inc.

By: 

Timothy Berg
Theresa Dwyer
Fennemore Craig, P.C
3003 North Central Ave.
Suite 2600
Phoenix, AZ 85012
Phone: (602) 916-5421
Fax: (602) 916-5621
E-mail: tberg@fclaw.com
tdwyer@fclaw.com

Dated: June 4th, 2001

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ORIGINAL and ten of the
foregoing filed this 4th day of
June, 2001 with:

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, AZ 85007

COPY of the foregoing hand-delivered
this 4th day of June, 2001 to:

Lyn Farmer, Chief Administrative Law Judge
Hearing Division
Arizona Corporation Commission
1200 West Washington
Phoenix, AZ 85007

Christopher Kempley, Chief Counsel
Legal Division
Arizona Corporation Commission
1200 West Washington
Phoenix, AZ 85007

Deborah Scott, Director
Utilities Division
Arizona Corporation Commission
1200 West Washington
Phoenix, AZ 85007

DPoole

**SCHEDULE OF EXISTING OPERATING AUTHORITY
IN ARIZONA**

A. Qwest Communications Corporation

- Authorization to provide resold inter/intra LATA services, except local exchange; Docket No. T-02811B-96-0219, Decision No. 60898 (May 22, 1998).
- Authorization to provide facilities-based long distance service; Docket No. U-2811-94-352, Certificate Pending (Filed September 22, 1994).

B. LCI International Telecom Corp. (d/b/a Qwest Communications Services)

- Authorization to provide resold interexchange services and AOS; Docket No. U-2717-96-386, Certificate Pending (Filed July 15, 1996).
- Authorization to provide resold toll service and AOS; Docket No. U-2717-93-140, Certificate Pending (Filed May 28, 1993)

C. USLD Communications, Inc.

- Authorization to provide alternative operator services; Docket No. U-2541-89-228, Decision No. 58210 (February 24, 1993).

D. Phoenix Network, Inc.

- Authorization to provide competitive inter/intra LATA resold telecommunications services, except local exchange; Docket No. U-2643-91-0319, Decision No. 60174 (May 16, 1997).

EXHIBIT A-2

**SCHEDULE OF PROPOSED OPERATING AUTHORITY
IN ARIZONA**

A. Qwest Communications Corporation

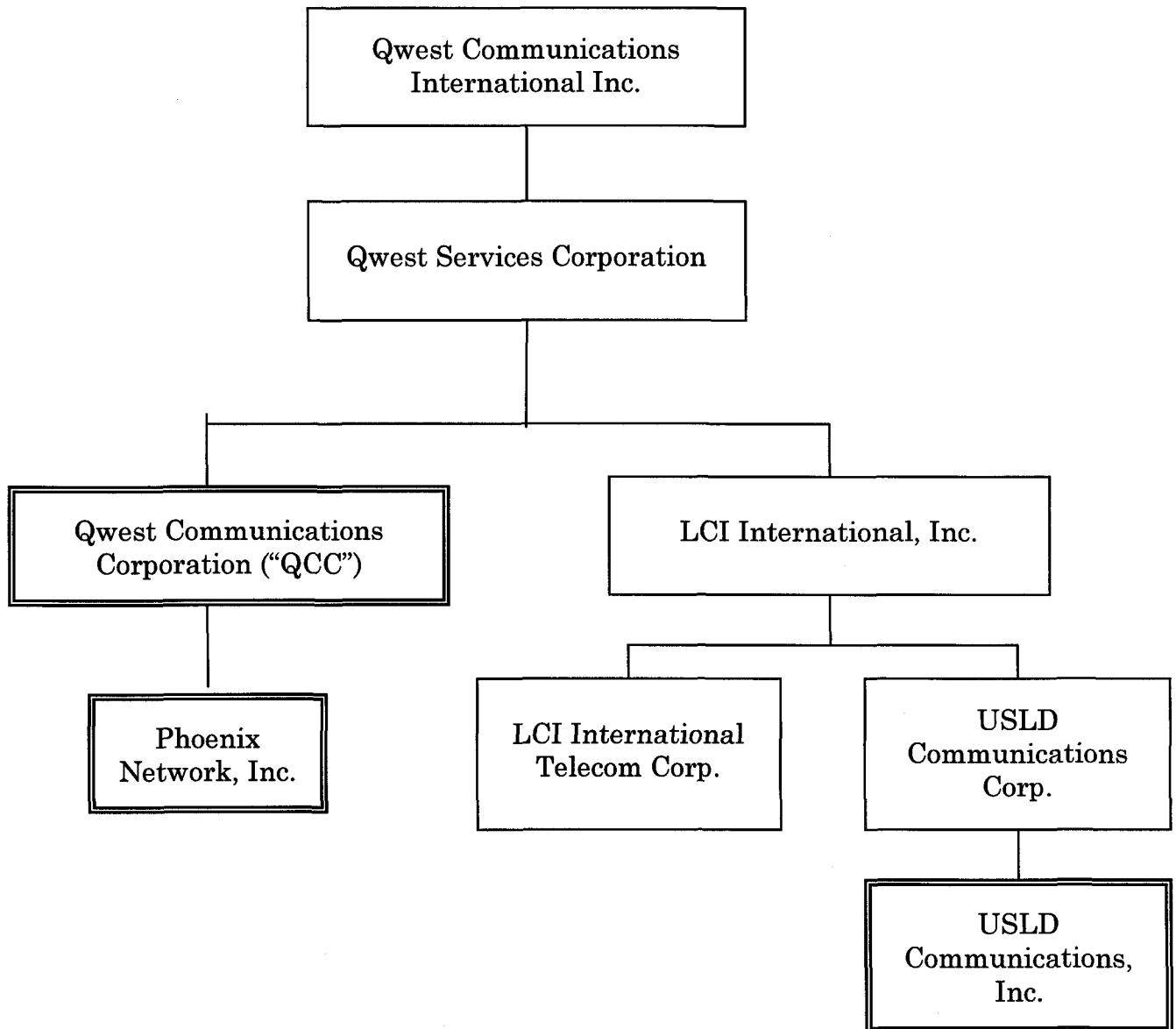
- Authorization to provide resold inter/intra LATA services, except local exchange; Docket No. T-02811B-96-0219, Decision No. 60898 (May 22, 1998).
- Authorization to provide facilities-based long distance service; Docket No. U-2811-94-352, Certificate Pending (Filed September 22, 1994).
- Authorization to provide competitive inter/intra LATA resold telecommunications services, except local exchange; Docket No. U-2643-91-0319, Decision No. 60174 (May 16, 1997).
- Authorization to provide resold interexchange services and AOS; Docket No. U-2717-96-386, Certificate Pending (Filed July 15, 1996).
- Authorization to provide resold toll service and AOS; Docket No. U-2717-93-140, Certificate Pending (Filed May 28, 1993)

B. USLD Communications, Inc.

- Authorization to provide alternative operator services; Docket No. U-2541-89-228, Decision No. 60898 (February 24, 1993).

EXHIBIT B-1

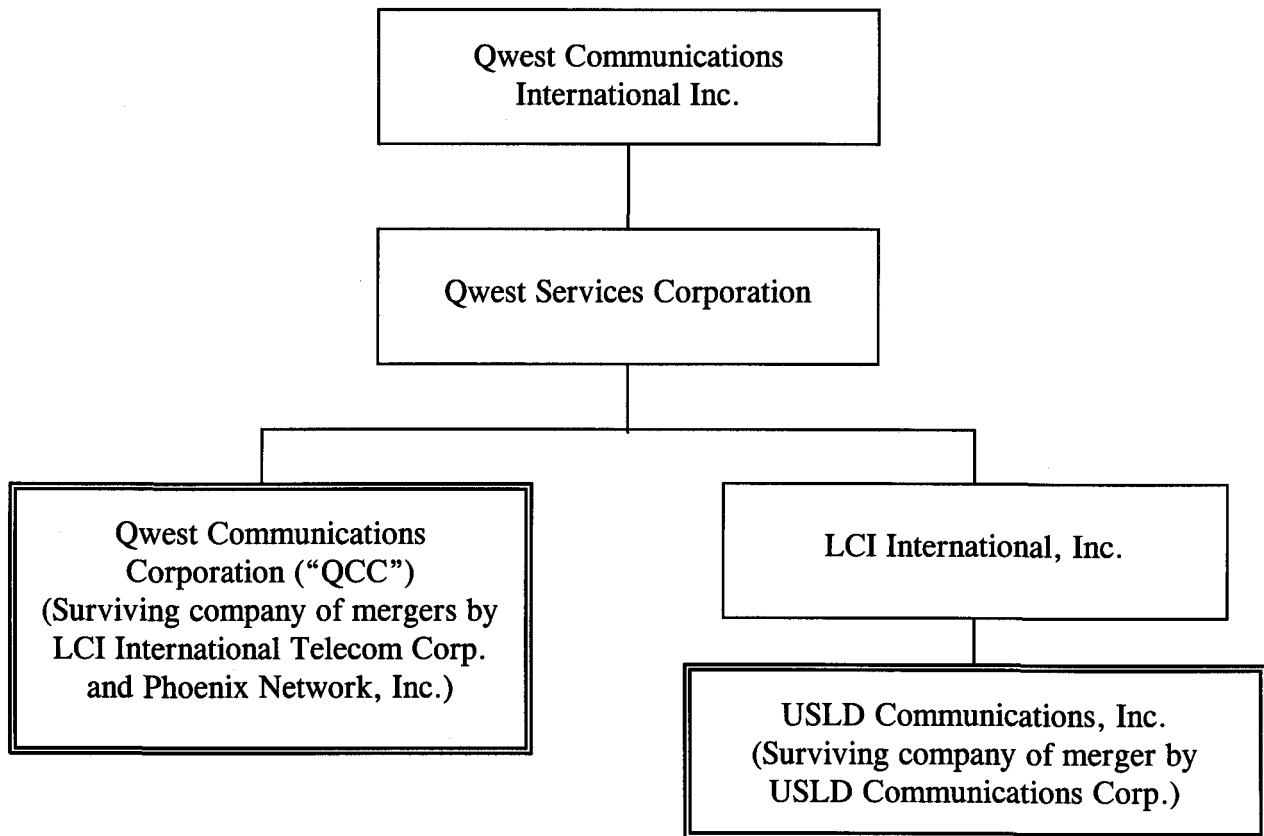
**CHART OF CURRENT ORGANIZATIONAL STRUCTURE
FOR THE AFFECTED ENTITIES**



Note: Subsidiaries with double borders hold certificates of authority. Other subsidiaries, which are not affected by the restructuring, are not represented.

EXHIBIT B-2

**CHART OF PROPOSED ORGANIZATIONAL STRUCTURE
FOR THE AFFECTED ENTITIES**



Note: Subsidiaries with double borders hold certificates of authority. Other subsidiaries, which are not affected by the restructuring, are not represented.

EXHIBIT C

TRANSACTIONAL DOCUMENTS

PHX/TDWYER/1173998.2/67817.000

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

PHOENIX NETWORK, INC.

INTO

QWEST COMMUNICATIONS CORPORATION

Qwest Communications Corporation, a corporation organized and existing under the laws of the State of Delaware,

DOES HEREBY CERTIFY:

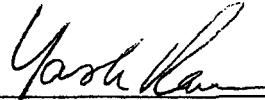
FIRST: That this corporation was incorporated on the tenth day of June, 1966, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporation owns all of the outstanding shares of each class of the stock of Phoenix Network, Inc., a corporation incorporated on the seventeenth day of May, 1989, pursuant to the General Corporation Law of the State of Delaware.

THIRD: That this corporation, by the attached resolutions of its Board of Directors, duly adopted by the unanimous written consent of its members, determined to merge into itself said Phoenix Network, Inc.

FOURTH: Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of Qwest Communications Corporation at any time prior to the time that this Certificate of Ownership and Merger filed with the Secretary of State becomes effective, which filing is conditioned upon the prior approval of the Application for Approval of *Pro Forma* Corporate Restructuring by the relevant state public service commissions and boards.

IN WITNESS WHEREOF, said Qwest Communications Corporation has caused this Certificate to be signed by Yash A. Rana, its Associate General Counsel and Assistant Secretary, this 28 day of February, 2001.



Yash A. Rana
Associate General Counsel and Assistant
Secretary

ARTICLES OF MERGER
of
USLD COMMUNICATIONS CORP.
with and into
USLD COMMUNICATIONS, INC.

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act (the "TBCA"), USLD Communications Corp., a Delaware corporation, and USLD Communications, Inc., a Texas corporation and the wholly-owned subsidiary of USLD Communications Corp., hereby adopt the following Articles of Merger for the purpose of effecting a merger of USLD Communications Corp. with and into USLD Communications, Inc. in accordance with Article 5.01 of the TBCA:

ARTICLE I

An Agreement and Plan of Merger by and between USLD Communications Corp. (the "Parent Corporation") and USLD Communications, Inc. (the "Subsidiary Corporation"), attached hereto as Exhibit A, has been approved, adopted, certified, executed and acknowledged by each of Parent Corporation and Subsidiary Corporation in accordance with the requirements of the laws of the State of Delaware and the laws of the State of Texas. In accordance with the terms of the Agreement and Plan of Merger, Subsidiary Corporation shall be the surviving corporation and its Articles of Incorporation, as in effect at the time of the merger, shall remain in effect and no amendment thereto shall be made.

ARTICLE II

An executed copy of the Agreement and Plan of Merger is on file at the principal place of business of Subsidiary Corporation at 1801 California Street, Suite 5100, Denver, Colorado 80202. A copy of the Agreement and Plan of Merger will be furnished by Subsidiary Corporation, on written request and without cost, to any stockholder of Parent Corporation or shareholder of Subsidiary Corporation.

ARTICLE III

The Agreement and Plan of Merger was approved by the sole stockholder of Parent Corporation on February 28, 2001, in the manner prescribed by the Delaware General Corporation Law. The approval of the sole shareholder of Subsidiary Corporation is not required under Article 5.03 of the TBCA.

ARTICLE IV

The number of shares of Parent Corporation outstanding and entitled to vote on the Agreement and Plan of Merger is sixteen million, five hundred ninety thousand, three hundred thirty-six (16,590,336) shares of common stock.

ARTICLE V

The total number of shares of Parent Corporation and Subsidiary Corporation that voted for and against the Agreement and Plan of Merger is as follows:

<u>Name</u>	<u>Votes in Favor</u>	<u>Votes Against</u>
Parent Corporation	16,590,336	0

ARTICLE VI

The Agreement and Plan of Merger and the performance of its terms were duly authorized by all action required by the laws of the State of Delaware and the State of Texas and by the constituent documents of each of Parent Corporation and Subsidiary Corporation.

ARTICLE VII

The merger will become effective upon the later of (a) the filing of these Articles of Merger with the Texas Secretary of State's Office and (b) the filing of a Certificate of Ownership and Merger with the Secretary of State of the State of Delaware, which filings are conditioned upon the prior approval of the Application for Approval of *Pro Forma* Corporate Restructuring by the relevant state public service commissions and boards.

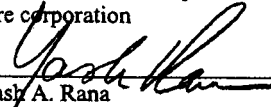
ARTICLE VIII

In accordance with Article 5.04C of the TBCA, the Subsidiary Corporation will be responsible for the payment of all fees and franchise taxes owed by the Parent Corporation and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

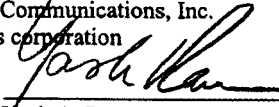
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IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the 28 day of February, 2001.

USLD Communications Corporation,
a Delaware corporation

By: 
Name: Yash A. Rana
Its: Associate General Counsel and Assistant
Secretary

USLD Communications, Inc.
a Texas corporation

By: 
Name: Yash A. Rana
Its: Associate General Counsel and Assistant
Secretary

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is by and between USLD Communications Corp., a Delaware corporation (the "Parent Corporation"), and USLD Communications, Inc., a Texas corporation and wholly owned subsidiary of Parent Corporation (the "Subsidiary Corporation").

RECITALS

WHEREAS, Parent Corporation is the sole shareholder of Subsidiary Corporation; and

WHEREAS, Parent Corporation and Subsidiary Corporation desire to restructure by causing Parent Corporation to merge with and into Subsidiary Corporation.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations and covenants set forth in this Agreement, Parent Corporation and Subsidiary Corporation each agrees as follows:

I.

Surviving Corporation, Name, Articles of Organization and Regulations, Members

A. In accordance with the provisions of the Texas Business Corporation Act, Parent Corporation will, at the Effective Time (as hereinafter defined), be merged with and into Subsidiary Corporation and Subsidiary Corporation will be the surviving company (the "Surviving Company"). The merger of Parent Corporation with and into Subsidiary Corporation is hereinafter referred to as the "Merger." After the Merger, Subsidiary Corporation will continue to exist under, and be governed by, the laws of the State of Texas. Except as herein specifically set forth, the identity, existence, purposes, powers, objectives, franchises, privileges, rights and immunities of Subsidiary Corporation will continue unaffected and unimpaired by the Merger, and the corporate franchises, existence, assets, liabilities and rights of Parent Corporation will be merged into Subsidiary Corporation, which, as the Surviving Company, will be fully vested therewith. The separate existence and corporate organization of Parent Corporation, except insofar as they may be continued by statute, will cease at the Effective Time.

B. At the Effective Time, the name of the Surviving Company will be "USLD Communications, Inc."

C. The Articles of Incorporation and Bylaws of Subsidiary Corporation as in effect immediately prior to the Effective Time and attached hereto as Exhibit A will be the Articles of Incorporation and Bylaws of the Surviving Company.

II.

Capitalization and Exchange of Capital Stock

A. At the Effective Time, each outstanding share of common stock of Parent Corporation held by the sole stockholder of Parent Corporation immediately prior to the Effective Time shall be canceled automatically, and such sole stockholder shall receive, in exchange for such canceled shares, all of the outstanding shares of common stock of Subsidiary Corporation that, and with identical preferences, limitations and relative rights as, were issued to the Parent Corporation immediately before the Effective Time.

III.

Filings Relating to the Effective Date

A. Parent Corporation and Subsidiary Corporation will proceed expeditiously and cooperate fully in the procurement of any consents and approvals, the taking of any other action and the satisfaction of all other requirements prescribed by law or otherwise necessary for the consummation of the Merger.

B. Authorized persons of Parent Corporation and Subsidiary Corporation will execute and verify, and cause to be filed, Articles of Merger in accordance with the Texas Business Corporation Act, which filing is conditioned upon the prior approval of the Application for Approval of *Pro Forma* Corporate Restructuring by the relevant state public service commissions and boards.

C. The Merger will become effective upon the later of (i) the filing of Articles of Merger with the Texas Secretary of State's Office and (ii) the filing of a Certificate of Ownership and Merger with the Secretary of State of the State of Delaware (the "Effective Time").

IV.

Certain Effects of the Merger

A. At the Effective Time, the separate existence of Parent Corporation will cease. All rights, title, and interests to all real estate, employee benefit plans, accounts receivable, furniture, fixtures, equipment, leasehold rights and all other assets and property owned by Parent Corporation shall be allocated to, acquired by and vested in, the Surviving Company without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens thereon. All liabilities and obligations of Parent Corporation and Subsidiary Corporation, including obligations under employee benefit plans, leases, bank indebtedness and accounts payable shall be allocated to, and assumed completely by, the Surviving Company, and the Surviving Company shall be the primary obligor therefor. All contracts, leases, agreements, promissory notes, employee benefit plans and other documents or instruments that include Parent Corporation within their text, shall be deemed, as of the Effective Time, to have substituted the name of the Surviving Company for Parent

Corporation, wherever it may appear. For vesting purposes, years of employment and other provisions contained in such documents for which association with Parent Corporation is important, the period of association with the Surviving Company will relate back to the date of original association with Parent Corporation.

B. At the time of, or from time to time after, the Effective Time, the last acting officers and directors of Parent Corporation will, as and when requested by the Surviving Company or its successors or assigns, execute and deliver all such deeds, assignments and other instruments and take or cause to be taken all such further or other reasonable action as the Surviving Company deems reasonably necessary or desirable in order to vest, perfect or confirm in the Surviving Company title to and possession of all of the properties, rights, privileges, powers, franchises, immunities and interests of Parent Corporation and otherwise to carry out the purpose of this Agreement.

V.

Closing Date, Termination, Counterparts

A. This Agreement shall be closed at the time and date as may be mutually agreed upon by Parent Corporation and Subsidiary Corporation.

B. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time pursuant to resolutions adopted by both the Board of Directors of Parent Corporation and Subsidiary Corporation, without action by either the stockholders of Parent Corporation or the shareholders of Subsidiary Corporation.

C. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one agreement.

In order to evidence the foregoing, Parent Corporation and Subsidiary Corporation have caused this Agreement and Plan of Merger to be signed by their duly authorized officers as of February 28, 2001.

USLD Communications Corp.,
a Delaware corporation

By: 

Name: Yash A. Rana

Its: Associate General Counsel and Assistant
Secretary

USLD Communications, Inc.,
a Texas corporation

By: 

Name: Yash A. Rana

Its: Associate General Counsel and Assistant
Secretary

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

USLD COMMUNICATIONS CORP.

INTO

USLD COMMUNICATIONS, INC.

USLD Communications Corp., a corporation organized and existing under the laws of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the twenty-first day of September, 1987, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporation owns all of the outstanding capital stock of USLD Communications, Inc., a corporation incorporated on the eleventh day of August, 1986, pursuant to the Texas Business Corporation Act.

THIRD: That this corporation, by the attached resolutions of its Board of Directors, duly adopted by the unanimous written consent of its members, determined to merge itself into said USLD Communications, Inc.

FOURTH: That the merger has been approved by the holder of a majority of the outstanding stock entitled to vote thereon of USLD Communications Corp., by the Unanimous Consent in Lieu of a Meeting of the sole stockholder thereof.

FIFTH: That USLD Communications, Inc. survives the merger and may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of USLD Communications Corp., as well as for enforcement of any obligations of the surviving corporation arising from the merger, including any suit or proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of Section 262 of Title 8 of the Delaware Code, and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is 1801 California Street, Suite 5100, Denver, Colorado 80202 until the surviving corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process may be made by personally delivering to, and leaving with, the Secretary of State of Delaware duplicate copies of such process, one of which copies the Secretary of State of Delaware shall forthwith send by registered mail to USLD Communications, Inc., at the above address.

SIXTH: Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of USLD Communications Corp. at any time prior to the time that this Certificate of Ownership and Merger filed with the Secretary of State becomes effective, which filing is conditioned upon the prior approval of the Application for Approval of *Pro Forma* Corporate Restructuring by the relevant state public service commissions and boards.

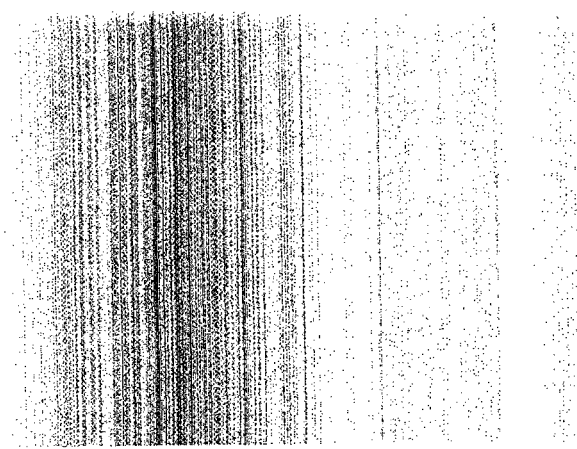
IN WITNESS WHEREOF, said USLD Communications Corp. has caused this Certificate to be signed by Yash A. Rana, its Associate General Secretary and Assistant Secretary, this 28 day of February, 2001.

USLD Communications Corp.

By: 

Name: Yash A. Rana

Its: Associate General Counsel and Assistant Secretary



CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

LCI INTERNATIONAL CA, INC.

INTO

LCI INTERNATIONAL TELECOM CORP.

LCI International Telecom Corp., a corporation organized and existing under the laws of the State of Delaware,

DOES HEREBY CERTIFY:

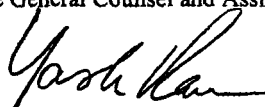
FIRST: That this corporation was incorporated on the seventh day of December, 1983, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporation owns all of the outstanding shares of the capital stock of LCI International CA, Inc., a corporation incorporated on the twenty-second day of December, 1997, pursuant to the General Corporation Law of the State of Delaware.

THIRD: That this corporation, by the attached resolutions of its Board of Directors, duly adopted by the unanimous written consent of its members, determined to merge into itself said LCI International CA, Inc.

FOURTH: Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of LCI International Telecom Corp. at any time prior to the time that this merger being filed with the Secretary of State becomes effective, which filing is conditioned upon the prior approval by the relevant state public service commissions and boards of the Application for Approval of *Pro Forma* Corporate Restructuring.

IN WITNESS WHEREOF, said LCI International Telecom Corp. has caused this Certificate to be signed by Yash A. Rana, its Associate General Counsel and Assistant Secretary, this 28 day of February, 2001.



Yash A. Rana,
Associate General Counsel and Assistant
Secretary

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 28, day of February, 2001, pursuant to Section 251 of the General Corporation Law of the State of Delaware, between Qwest Communications Corporation, a Delaware corporation, and LCI International Telecom Corp., a Delaware corporation.

WITNESSETH that:

WHEREAS, all of the constituent corporations desire to merge into a single corporation.

NOW, THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Qwest Communications Corporation hereby merges into itself LCI International Telecom Corp. and said LCI International Telecom Corp., shall be, and hereby is, merged into Qwest Communications Corporation, which shall be the surviving corporation.

SECOND: The Restated Certificate of Incorporation of Qwest Communications Corporation as heretofore amended and as in effect on the date of the merger shall continue in force as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into shares or other securities of the surviving corporation shall be as follows:

(a) Each share of capital stock of the surviving corporation, which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.

(b) Each share of capital stock of the merged corporation, which shall be outstanding on the effective date of this Agreement and all rights in respect thereto shall forthwith be cancelled. In consideration therefor, Qwest Communications Corporation shall issue to LCI International, Inc., the sole stockholder of LCI International Telecom Corp., upon the effective date of this merger, a demand promissory note in an amount equal to the fair market value of the assets of LCI International Telecom Corp. at the time of the merger as determined by an independent appraiser agreed upon by the parties, or if the parties cannot agree, as determined by KPMG LLP.

FOURTH: The terms and conditions of the merger are as follows:

(a) The bylaws of the surviving corporation, as they shall exist on the effective date of this Agreement, shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective upon the filing of this Agreement with the Secretary of State of the State of Delaware, which filing is conditioned upon the prior approval of the Application for Approval of *Pro Forma* Corporate Restructuring by the relevant state public service commissions and boards.

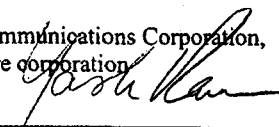
(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporations as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized, in the name of the merged corporation or otherwise, to take any and all such action.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of any constituent corporation at any time prior to the time that this Agreement filed with the Secretary of State becomes effective. This Agreement may be amended by the Board of Directors of the constituent corporations at any time prior to the time that this Agreement filed with the Secretary of State becomes effective, provided that an amendment made subsequent to the adoption of the Agreement by the stockholders of any constituent corporation shall not (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for, or on conversion of, all or any of the shares of any class or series thereof such constituent corporation, (b) alter or change any term of the Restated Certificate of Incorporation of the surviving corporation to be effected by the merger, or (c) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.


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IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the Associate General Counsel and Assistant Secretary of each party hereto as the respective act, deed and agreement of said corporations on this 28 day of February, 2001.

Qwest Communications Corporation,
a Delaware corporation

By: 
Name: Yash A. Rana
Its: Associate General Counsel and Assistant
Secretary

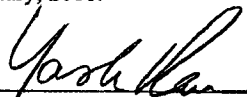
LCI International Telecom Corp.,
a Colorado corporation

By: 
Name: Yash A. Rana
Its: Associate General Counsel and Assistant
Secretary

Certificate of the Assistant Secretary
of
Qwest Communications Corporation

I, Yash A. Rana, Assistant Secretary of Qwest Communications Corporation, a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Assistant Secretary, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of LCI International Telecom Corp., a corporation organized and existing under the laws of the State of Delaware, was duly adopted pursuant to section 228 of Title 8 of the Delaware Code by the written consent of the sole stockholder of Qwest Communications Corporation, which Agreement of Merger was thereby adopted as the act of the sole stockholder of said Qwest Communications Corporation and the duly adopted agreement and act of the said corporation.

WITNESS, my hand on this 28 day of
February, 2001.

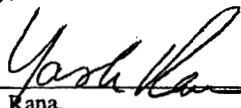


Yash A. Rana,
Assistant Secretary

Certificate of the Assistant Secretary
of
LCI International Telecom Corp.

I, Yash A. Rana, Assistant Secretary of LCI International Telecom Corp., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Assistant Secretary, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Qwest Communications Corporation, a corporation organized and existing under the laws of the State of Delaware, was duly adopted pursuant to section 228 of Title 8 of the Delaware Code by the written consent of the sole stockholder of LCI International Telecom Corp., which Agreement of Merger was thereby adopted as the act of the sole stockholder of said LCI International Telecom Corp. and the duly adopted agreement and act of the said corporation.

WITNESS, my hand on this 28 day of
February, 2001.



Yash A. Rana,
Assistant Secretary

**ARTICLES OF MERGER
MERGING
LCI INTERNATIONAL OF VIRGINIA, INC.
INTO
QWEST COMMUNICATIONS CORPORATION OF VIRGINIA**

To the State Corporation Commission
Commonwealth of Virginia:

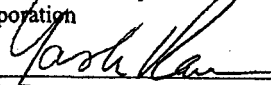
Pursuant to Section 13.1-720 of the Virginia Stock Corporation Act, Qwest Communications Corporation of Virginia, a Virginia corporation, executes these Articles of Merger providing for the merger of LCI International of Virginia, Inc., a Virginia corporation, into Qwest Communications Corporation of Virginia (the "Merger"), for the purpose of filing with the State Corporation Commission of the Commonwealth of Virginia, which filing is conditioned upon the prior approval of the Application for Approval of *Pro Forma* Corporate Restructuring by the relevant state public service commissions and boards.

1. An Agreement and Plan of Merger (the "Agreement") has been approved and adopted by Qwest Communications Corporation of Virginia and LCI International of Virginia, Inc., in accordance with the provisions of the Virginia Stock Corporation Act. A copy of the Agreement is attached to these Articles of Merger as Exhibit A.
2. The name of the surviving corporation is Qwest Communications Corporation of Virginia.
3. The Agreement was adopted by written consent of the sole shareholder of LCI International of Virginia, Inc.
4. The plan of merger was not required to be approved by the shareholders of Qwest Communications Corporation of Virginia pursuant to 13.1-718(G) of the Virginia Stock Corporation Act which states that action of the shareholders of the surviving company is not required if the articles of incorporation of the surviving corporation will not differ as a result of the merger.

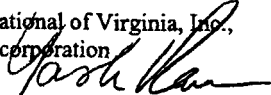
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The undersigned declares that the facts herein stated are true as of February 28, 2001.

Qwest Communications Corporation of Virginia,
a Virginia corporation

By: 
Name: Yash A. Rana
Its: Associate General Counsel and
Assistant Secretary

LCI International of Virginia, Inc.,
a Virginia corporation

By: 
Name: Yash A. Rana
Its: Associate General Counsel and
Assistant Secretary

AGREEMENT AND PLAN OF MERGER

AGREEMENT OF MERGER, dated this 28, day of February, 2001, pursuant to Section 13.1-716 of the Virginia Stock Corporation Act, between LCI International of Virginia, Inc., a Virginia corporation and Qwest Communications Corporation of Virginia, a Virginia corporation.

WITNESSETH that:

WHEREAS, the constituent corporations desire to merge into a single corporation.

NOW, THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Qwest Communications Corporation of Virginia hereby merges into itself LCI International of Virginia, Inc. and said LCI International of Virginia, Inc. shall be, and hereby is, merged into Qwest Communications Corporation of Virginia, which shall be the surviving corporation.

SECOND: The Articles of Incorporation of Qwest Communications Corporation of Virginia as heretofore amended and as in effect on the date of the merger provided in this Agreement, shall continue in full force and effect as the Articles of Incorporation of the corporation surviving this merger.

THIRD: The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into shares or other securities of the surviving corporation shall be as follows:

- (a) Each share of capital stock of the surviving corporation, which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.
- (b) Each share of capital stock of the merged corporation, which shall be outstanding on the effective date of this Agreement and all rights in respect thereto shall forthwith be cancelled and no consideration therefor shall be paid.

FOURTH: The terms and conditions of the merger are as follows:

- (a) The bylaws of the surviving corporation, as they shall exist on the effective date of this Agreement, shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.
- (b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective upon the filing of articles of merger with the State Corporation Commission of the Commonwealth of Virginia, which filing is conditioned upon the prior approval of the Application for Approval of *Pro Forma* Corporate Restructuring by the relevant state public service commissions and boards.

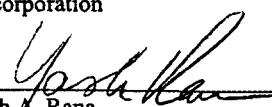
(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized, in the name of the merged corporation or otherwise, to take any and all such action.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of any constituent corporation at any time prior to the time that this Agreement filed with the State Corporation Commission becomes effective. This Agreement may be amended by the Board of Directors of the constituent corporations at any time prior to the time that this Agreement filed with the State Corporation Commission becomes effective, provided that an amendment made subsequent to the adoption of the Agreement by the shareholders of any constituent corporation shall not (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for, or on conversion of, all or any of the shares of any class or series thereof such constituent corporation, (b) alter or change any term of the Articles of Incorporation of the surviving corporation to be effected by the merger, or (c) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

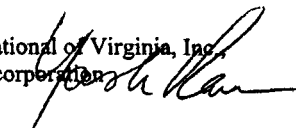
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IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed on the day and year first written above.

Qwest Communications Corporation of Virginia,
a Virginia corporation

By: 
Name: Yash A. Rana
Its: Associate General Counsel and
Assistant Secretary

LCI International of Virginia, Inc.,
a Virginia corporation

By: 
Name: Yash A. Rana
Its: Associate General Counsel and
Assistant Secretary

**ARTICLES OF MERGER
MERGING
QWEST INTERPRISE AMERICA OF VIRGINIA, INC.
INTO
QWEST COMMUNICATIONS CORPORATION OF VIRGINIA**

To the State Corporation Commission
Commonwealth of Virginia:

Pursuant to Section 13.1-720 of the Virginia Stock Corporation Act, Qwest Communications Corporation of Virginia, a Virginia corporation, executes these Articles of Merger providing for the merger of Qwest Interprise America of Virginia, Inc., a Virginia corporation into Qwest Communications Corporation of Virginia (the "Merger"), for the purpose of filing with the State Corporation Commission of the Commonwealth of Virginia, which filing is conditioned upon the prior approval of the Application for Approval of *Pro Forma* Corporate Restructuring by the relevant state public service commissions and boards.

1. An Agreement and Plan of Merger (the "Agreement") has been approved and adopted by Qwest Communications Corporation of Virginia and Qwest Interprise America of Virginia, Inc., in accordance with the provisions of the Virginia Stock Corporation Act. A copy of the Agreement is attached to these Articles of Merger as Exhibit A.
2. The name of the surviving corporation is Qwest Communications Corporation of Virginia.
3. The Agreement was adopted by written consent of the sole shareholder of Qwest Interprise America of Virginia, Inc.
4. The plan of merger was not required to be approved by the shareholders of Qwest Communications Corporation of Virginia pursuant to 13.1-718(G) of the Virginia Stock Corporation Act which states that action of the shareholders of the surviving company is not required if the articles of incorporation of the surviving corporation will not differ as a result of the merger.

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The undersigned declares that the facts herein stated are true as of February 28 2001.

Qwest Communications Corporation of Virginia,
a Virginia corporation

By: *Yash A. Rana*
Name: Yash A. Rana
Its: Associate General Counsel and
Assistant Secretary

Qwest Interprise America of Virginia, Inc.,
a Virginia corporation

By: *Yash A. Rana*
Name: Yash A. Rana
Its: Associate General Counsel and
Assistant Secretary

AGREEMENT AND PLAN OF MERGER

AGREEMENT OF MERGER, dated this 28, day of February, 2001, pursuant to Section 13.1-716 of the Virginia Stock Corporation Act, between Qwest Interprise America of Virginia, Inc., a Virginia corporation and Qwest Communications Corporation of Virginia, a Virginia corporation.

WITNESSETH that:

WHEREAS, the constituent corporations desire to merge into a single corporation.

NOW, THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Qwest Communications Corporation of Virginia hereby merges into itself Qwest Interprise America of Virginia, Inc. and said Qwest Interprise America of Virginia, Inc. shall be, and hereby is, merged into Qwest Communications Corporation of Virginia, which shall be the surviving corporation.

SECOND: The Articles of Incorporation of Qwest Communications Corporation of Virginia as heretofore amended and as in effect on the date of the merger provided in this Agreement, shall continue in full force and effect as the Articles of Incorporation of the corporation surviving this merger.

THIRD: The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into shares or other securities of the surviving corporation shall be as follows:

- (a) Each share of capital stock of the surviving corporation, which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.
- (b) Each share of capital stock of the merged corporation which shall be outstanding on the effective date of this Agreement and all rights in respect thereto shall forthwith be cancelled and no consideration therefor shall be paid.

FOURTH: The terms and conditions of the merger are as follows:

- (a) The bylaws of the surviving corporation, as they shall exist on the effective date of this Agreement, shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.
- (b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective upon the filing of Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia, which filing is conditioned upon the prior approval of the Application for Approval of *Pro Forma* Corporate Restructuring by the relevant state public service commissions and boards.

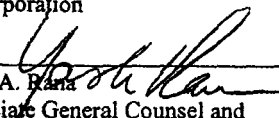
(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized, in the name of the merged corporation or otherwise, to take any and all such action.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of any constituent corporation at any time prior to the time that this Agreement filed with the State Corporation Commission becomes effective. This Agreement may be amended by the Board of Directors of the constituent corporations at any time prior to the time that this Agreement filed with the State Corporation Commission becomes effective, provided that an amendment made subsequent to the adoption of the Agreement by the shareholders of any constituent corporation shall not (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for, or on conversion of, all or any of the shares of any class or series thereof such constituent corporation, (b) alter or change any term of the Articles of Incorporation of the surviving corporation to be effected by the merger, or (c) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

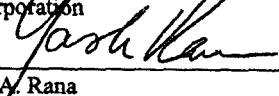
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IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed on the day and year first written above.

Qwest Communications Corporation of Virginia,
a Virginia corporation

By: 
Name: Yash A. Rana
Its: Associate General Counsel and
Assistant Secretary

Qwest Interprise America of Virginia Inc.,
a Virginia corporation

By: 
Name: Yash A. Rana
Its: Associate General Counsel and
Assistant Secretary